

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Maryellen M. Kane
Gerald P. Kane aka Gerry Kane

Debtors

CHAPTER 13

Ditech Financial LLC

Movant

NO. 17-14297 ELF

vs.

Maryellen M. Kane
Gerald P. Kane aka Gerry Kane

Debtors

11 U.S.C. Section 362

William C. Miller Esq.

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is \$5,541.77, which breaks down as follows;

Post-Petition Payments:	June 2018 to October 2018 at \$1,008.61/month
Suspense Balance	\$532.28
Fees & Costs Relating to Motion:	\$1,031.00
Total Post-Petition Arrears	\$5,541.77

2. The Debtors shall cure said arrearages in the following manner;

a). Beginning on November 1, 2018 and continuing through April 1, 2019, until the arrearages are cured, Debtors shall pay the present regular monthly payment of \$1,008.61 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$923.63 for November 2018 to March 2019 and \$923.62 for April 2019 towards the arrearages on or before the last day of each month at the address below;

Ditech Financial LLC
P.O. Box 94710
Palantine, IL 60094-4710

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtors provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.


Date: October 26, 2018

By: /s/ Kevin G. McDonald, Esquire
Kevin G. McDonald, Esquire

Date: 11-7-2018


David M. Offen, Esquire
Attorney for Debtors

Date: 11/19/18


William C. Miller, Esquire
Chapter 13 Trustee

NO OBJECTION
*without prejudice to any
trustee rights or remedies.

ORDER

Approved by the Court this 26th day of November, 2018. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Eric L. Frank